

VII. COMPLIANCE WITH STANDARD TERMS AND  
CONDITIONS

See attached Form DI-2010.

The terms and conditions are agreeable to applicant and will be  
complied with.

## U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions -** The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions -** (See Appendix B of Subpart D of 43 CFR Part 12.)

**Certification Regarding Drug-Free Workplace Requirements -** Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

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**CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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**CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART C: Certification Regarding Drug-Free Workplace Requirements**

**CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL**

**Alternate I. (Grantees Other Than Individuals)**

**A. The grantee certifies that it will or continue to provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

**B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:**

**Place of Performance (Street address, city, county, state, zip code)**

5967 Grayson Rd, Modesto, California, Stanislaus  
County, 95358

Check ☐ if there are workplaces on file that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

**CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL**

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**CHECK ☒ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.**

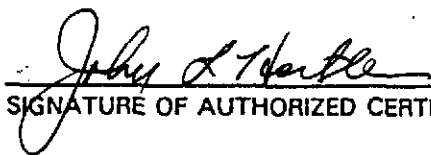
**CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



**TYPED NAME AND TITLE**

John Hertle, Chair  
East Stanislaus Resource Conservation District  
DATE

David Boucher, President  
Friends of the Tuolumne

x 6-28-98

x 6-28-98

6-02-1998 2:39PM

FROM PAUL VAN KONYNENBU 209 545 4019

P. 1



United States  
Department of  
Agriculture

Natural  
Resources  
Conservation  
Service

2121-C Second Street, Suite 102  
Davis, CA 95618-5472  
(516) 757-3237

May 21, 1998

Grayson River Ranch, LLC  
5518 Stoddard Road  
Modesto, CA 95356

Re: Wetland Reserve Program Easement

AMENDMENT #1

Mr. Paul Van Konynenburg:

You have indicated an intent to continue with the enrollment of 136.9 surveyed acres of wetland habitat in the Wetland Reserve Program (WRP). The Natural Resources Conservation Service (NRCS) is extending an offer of \$279,800.00 (Two hundred seventy nine thousand eight hundred dollars) for a perpetual easement on this land. This offer may be amended by the surveyed acres to provide for a 100 ft. buffer strip. The appraised value of \$657,000 has been reduced to the State Cap of \$2,000 per acre. We understand there are several Partners contributing to this plan and each will be making a separate offer for their participation. If, after acceptance of our offer you are not satisfied with the contract or the restoration plan you may cancel up to the time of closing without penalty. Early acceptance of our offer is necessary to keep the process moving ahead.

Since the access will be over land that you own we would like to have a grant of non-exclusive access over the Section Line Road. We would like to have the surveyor describe this road.

If this is acceptable to you, and you agree with the terms and conditions of the enclosed Option Agreement to Purchase and the sample Warranty Easement Deed forms, Please sign and return the enclosed Option Agreement to Purchase form. Please accept the enclosed \$1.00 to legally bind the commitment of the offer for the proposed easement purchase under the WRP Contract # 66-9104-8-80. It is important that this document is signed and returned to the above office by June 1, 1998. Failure to return the executed Option Agreement to Purchase form by the specified date will indicate to us that you have changed your mind and no longer wish to participate in the WRP program. The sample amended Warranty Easement Deed is enclosed for your information, and must be completed by the date of closing. We appreciate your continued interest in the WRP program.

Sincerely,

*Report, for*  
HELEN R. FLACH  
Assistant State Conservationist

cc: Alan R. Forkey, State Wetlands Biologist, NRCS, Davis State Office  
Michael A. McElhinney, District Conservationist, NRCS, Modesto Field Office  
John T. Beyer, Area Conservationist, NRCS, Fresno Area Office  
Financial Management, NRCS, Davis State Office

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-LTP-20A  
5-95  
OMB No. 0578-0013

## OPTION AGREEMENT TO PURCHASE

### WETLANDS RESERVE PROGRAM

OPTION AGREEMENT TO PURCHASE NO. 66-9104-B-80

This Option Agreement is between the United States Department of Agriculture, Natural Resources Conservation Service (hereafter "NRCS"), and the following named Landowner(s), their heirs, successors and assigns (hereafter "Landowner"):

Name: Grawson River Ranch, LLC  
% Paul Van Konynenburg

Address: 5518 Stoddard Road  
Modesto, CA 95358

In consideration of One Dollar (\$ 1.00), receipt of which the Landowner acknowledges, the NRCS and the Landowner agree that:

1. To further the Wetlands Reserve Program (WRP), if the NRCS exercises this option to purchase, the Landowner agrees to convey a permanent WRP easement to the United States of America. The sample WRP easement is attached as EXHIBIT A and encumbers the land generally described or depicted on EXHIBIT B, (hereafter the "Property"). Except for normal farming, pasturing, and grazing, the Landowner agrees not to do, or allow others to do, any act by which the value or title to the Property may be diminished or encumbered.
2. Subject to the terms of this Agreement, the NRCS will pay the Landowner \$2,000.00 per recorded acre for about 136.9 acres for approximately \$279,800.00 (Two hundred seventy nine thousand eight hundred dollars) for a permanent WRP easement (to be adjusted by a 100 foot buffer strip. The Landowner agrees to provide clear and recorded access to the property and accepts this amount as the full and final compensation for conveyance of the easement.
3. NRCS will arrange for closing of the easement conveyance which may involve use of a title company or other closing agent. The NRCS will secure at its expense title evidence sufficient to meet Federal standards.
4. At closing, the Landowner agrees to execute an easement deed in the form described in EXHIBIT A, along with any other document which is necessary for the United States to acquire a satisfactory title to the Property. The Landowner shall pay at closing any conveyance taxes and taxes owing against the Property.



Option Agreement to Purchase No. 86-9104-S-80  
Page 2

5. With prior notice to the Landowner, the NRCS may hereafter enter upon the Property for planning and acquisition purposes prior to closing. At its cost, the NRCS may survey and monument the Property and any associated access route.
6. All terms and conditions of this Agreement are expressly stated herein, and there are no other related representations or promises. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or benefit from it.
7. This agreement is effective for 6 months from the date of execution below. During that period, the NRCS has the option to acquire the easement for the stated purchase price.
8. Except for reasons beyond the control of the Landowner, if the Landowner fails to convey the easement, the Landowner will be in default and shall pay the United States the amount of costs incurred by NRCS for survey and all other actions taken after the date, and in furtherance, of this Option Agreement.

Executed this 2 day of June, 1998.

Landowner(s)

Paul J. Van Konyenbu  
For Gaspere River Easement

NRCS

Helen R. Flach

Title

Assistant State Conservationist

This instrument was drafted by the Office of the General Counsel, U. S. Department of Agriculture, Washington, D.C. 20250-1400.

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**TUOLUMNE RIVER CORRIDOR RESTORATION PLAN,  
STANISLAUS COUNTY, CA**

Prepared for:

Tuolumne River Technical Advisory Committee  
(Don Pedro Project, FERC License No. 2299)

June 1998

Prepared by:

McBain & Trush  
P.O. Box 663  
824 'L' Street, Studio 5  
Arcata, CA 95518

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT



Project Title	Upper RM	Land availability	Connected to other restoration sites	Increases floodway width	Restoration size	Revegetation effort	Earthwork effort	Sustainability/longevity	TOTAL SCORE FOR ALL CRITERIA
USFWS National Wildlife Refuge Riparian Preservation and Restoration	1.7	2	2	2	2	1	1	1	11
Turlock State Park Campground Riparian Enhancement	42.2	2	2	0	1	2	2	1	10
Bancroft Floodway, Wetland & Riparian Preservation and Restoration	4.1	0	2	2	2	1	2	1	10
USFWS National Wildlife Refuge Riparian Restoration	1.5	2	2	0	2	1	2	1	10
Basso Riparian Restoration	50.5	1	2	2	2	1	0	1	9
Dredger Tailing Reach Phase III Floodplain Riparian Revegetation	44.6	1	1	2	2	2	0	1	9
Warner Gulch Riparian Preservation	40.9	0	2	0	1	2	2	2	9
Airport to Legion Park Riparian Corridor Enhancement	19.3	2	2	0	1	1	2	1	9
Grayson River Ranch Floodway & Riparian Restoration	6.3	1	2	2	2	0	1	1	9
Joe Domecq Wilderness	47.5	2	2	0	2	1	0	1	8
Dredger Tailing Reach Phase I Floodplain Riparian Revegetation	45.8	0	2	2	2	1	0	1	8
Lower Cree Floodplain Riparian Revegetation	42.3	1	2	0	2	1	1	1	8
Salter Gulch Floodplain Riparian Revegetation	41.7	1	2	0	2	1	1	1	8
Lower MTSP Riparian Floodplain	22.6	0	2	2	2	1	0	1	8
Airport to Legion Park Riparian Corridor Enhancement	17.5	2	2	0	0	1	2	1	8
Hwy 99 Riparian Corridor Restoration	16.4	2	1	1	2	0	1	1	8
Bellatina Park Riparian Restoration	14.1	2	1	0	2	0	2	1	8
Carpenter Road Riparian Restoration	12.9	2	2	0	1	0	2	1	8
Baker Road Floodway & Riparian Restoration	8.4	0	2	2	2	0	1	1	8
River Bend Floodway & Riparian Preservation and Restoration	7.1	0	2	2	2	0	1	1	8
South Confluence Floodway and Riparian Restoration	0.5	0	2	2	2	0	1	1	8
Upper Grayson Riparian Preservation and Restoration	7.1	0	1	2	1	1	2	1	8
Modesto Industrial Riparian and Floodway Restoration	16.0	1	1	1	0	2	2	1	8
Golf Course Road Riparian and Floodway Restoration	15.9	2	1	1	0	1	2	1	8
Dry Creek Confluence Riparian Restoration	17.0	1	1	2	1	1	1	1	8
Dredger Tailing Reach Phase II Channel Restoration	45.2	0	2	2	2	0	0	1	7
Tuolumne Resort Riparian Restoration	43.2	0	1	2	2	1	0	1	7
Riffle 48 Floodplain/Riparian Revegetation	33.7	0	2	2	1	1	0	1	7
Johansen Road Riparian Preservation	24.2	0	1	0	0	2	2	2	7
Lakewood Riparian Preservation and Enhancement	22.1	0	2	2	0	1	1	1	7
Empire Riparian Preservation and Enhancement	21.7	0	1	0	1	2	2	1	7
Modesto Riparian Corridor Enhancement, Education, Clean-up and Water Quality	19.3	0	2	0	1	1	2	1	7
Ohio Avenue Riparian Preservation	12.7	0	1	0	0	2	2	2	7
Audie Peoples Park	12.5	2	2	0	0	1	1	1	7
Poland Road Neighborhood Riparian Preservation and Enhancement	11.7	0	2	0	1	1	2	1	7
Lower Tuolumne Riparian Corridor Enhancement	10.5	0	2	0	2	0	2	1	7
Iowa Floodway & Riparian Restoration	9.3	0	1	2	2	0	1	1	7
Exotic Plant Species Removal & Prevention	52.0	0	2	0	2	1	2	0	7
Dos Rios Floodway and Riparian Restoration	2.0	0	2	2	2	0	0	1	7
Shiloh Bridge Left Bank Protection	5.1	0	1	1	1	1	2	1	7
Lower Modesto Corridor Restoration	11.7	0	0	1	1	2	2	1	7
Sawyer/7-11 Floodplain Riparian Revegetation	40.8	1	1	0	1	1	1	1	6
Riffle 76 point bar floodplain restoration	24.2	0	1	0	1	1	1	2	6
Gallo Riparian Floodplain	23.7	0	0	2	1	1	1	1	6
Upper MTSP Riparian Floodplain	23.1	0	1	2	1	1	0	1	6
Upper Leedom Road Riparian Floodplain	23.0	0	2	0	0	1	2	1	6
Tucker Riparian Floodplain	22.4	0	2	0	0	1	2	1	6
Mitchell Road Neighborhood Riparian Preservation and Enhancement	19.3	0	2	0	0	1	2	1	6
Hatch Road Riparian Restoration	12.0	0	2	0	0	1	2	1	6
USFWS National Wildlife Refuge Riparian Preservation and Restoration	1.7	0	2	0	0	1	2	1	6
Service Road Floodway and Riparian Restoration	10.5	0	0	2	2	0	1	1	6
Waterford Treatment Plant Riparian Revegetation	31.7	1	0	0	1	0	2	1	5
Lower Mitchell Riparian Enhancement	19.5	0	1	0	0	1	2	1	5
Gallo Riparian Restoration	17.0	0	2	0	0	0	2	1	5
Dryden Park Riparian Corridor Restoration	15.2	2	0	0	0	0	2	1	5
Paradise Riparian Preservation and Restoration	3.5	0	0	2	2	0	0	1	5
West Shiloh Floodway and Riparian Restoration	3.4	0	0	2	1	1	0	1	5
Shiloh Bridge Right Bank Protection	3.6	0	0	1	0	1	2	1	5
Upper Mitchell Riparian Enhancement	20.0	0	0	0	0	1	2	1	4
Modesto Garbage Riparian Restoration	12.4	0	1	0	0	0	0	1	2

Table

Figure 4-3 Proposed Tuolumne River riparian restoration sites with prioritization criteria scoring.

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TUOLUMNE RIVER TECHNICAL ADVISORY COMMITTEE  
DON PEDRO PROJECT - FERC LICENSE 2299

MODESTO IRRIGATION DISTRICT  
TURLOCK IRRIGATION DISTRICT  
CITY & COUNTY OF SAN FRANCISCO  
CALIFORNIA DEPARTMENT OF FISH & GAME  
U. S. FISH & WILDLIFE SERVICE



333 East Canal Drive  
Turlock, CA 95381-0949  
Phone: (209) 883-8275  
Fax: (209) 632-3864  
Email: tjford@ainet.com

TUOLUMNE RIVER  
TECHNICAL ADVISORY COMMITTEE

Mike McElhiney  
Natural Resource Conservation Service  
711 County Center Three Court  
Modesto, CA 95355

June 17, 1998

Dear Mr. McElhiney:

The Tuolumne River Technical Advisory Committee (TRTAC) is a product of the 1995 Don Pedro Project FERC Settlement Agreement (FSA). The FSA is a precedent-setting document signed by 11 parties representing water districts, government agencies, and environmental groups. The TRTAC is presently engaged in preparing a Restoration Plan for the 52-mile reach known as the Lower Tuolumne River from La Grange Dam to the San Joaquin River. Both the FSA and the plan in development recognize the importance of riparian habitat and the need for its restoration.

We the members of TRTAC are aware of the recent efforts of NRCS to acquire a perpetual conservation easement and restore riparian habitat on about 140 acres of the Tuolumne River floodplain known as the Grayson River Ranch Project west of Modesto. This site at River Mile 5.1 - 6.3 (left bank) has high potential for riparian habitat restoration. The project is consistent with and complementary to the non-flow options and habitat restoration provisions identified in the FSA. The TRTAC believes the Grayson River Ranch Project represents a significant opportunity to restore riparian habitat on the Tuolumne River, and we the members of the TRTAC support the NRCS efforts to acquire the perpetual conservation easement.

Sincerely,

*Tim Ford*

Tim Ford  
Coordinator, TRTAC  
Turlock and Modesto Irrigation Districts

*John W. Juley for Arthur Hansen*  
Bay Area Water Users Association

*Donald M. Yeshyama*  
City and County of San Francisco

*Tim Raming*  
Tuolumne River Preservation Trust

*W. George Neillands*  
California Department of Fish and Game

*Allison Bowker*  
Friends of the Tuolumne

*Quax Kachere*  
US Fish and Wildlife Service

CC: TRTAC Distribution, Paul Van Konynenburg



FORT MASON CENTER  
BUILDING C  
SAN FRANCISCO, CA 94123  
415/292-3531  
FAX 415/931-1813  
e-mail: tuolumne@igc.apc.org

#### BOARD OF DIRECTORS

##### HONORARY CHAIR

David Brower

##### MEMBERS

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John Echeverria  
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Marty McDonnell  
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Kevin Shelley  
Susan Stern, Secretary  
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Johanna Thomas

#### SUPPORTING ORGANIZATIONS

American Rivers  
California Trout, Inc.  
Camp Tawonga  
Clavey River Preservation Coalition  
Federation of Fly Fishers  
Friends of Berkeley Camp  
Friends of the Earth  
Friends of the River  
National Audubon Society  
Natural Resources Defense Council  
Planning and Conservation League  
San Jose Family Camp  
Sierra Club  
Trout Unlimited  
Tuolumne River Expeditions, Inc.  
The Wilderness Society

June 26, 1998

Michael A. McElliney, District Conservation  
U.S. Department of Agriculture, Natural Resources Conservation Service  
711 County Center III, Suite B  
Modesto, CA 95355

Dear Mr. McElhiney:

We are writing to express our support for your efforts to complete the Grayson River Ranch Project on the Tuolumne River. This project will provide a perpetual conservation easement on approximately 140 acres, returning historic floodplain to the river, restoring critical riparian habitat, and providing greater flexibility with flood management.

Since 1981, the Trust has been working to protect and restore the Tuolumne River. We are one of eleven signatories to the 1995 Don Pedro Project FERC Settlement Agreement, forged to guide the recovery of the river's famed Chinook salmon. We believe this project will re-create important riparian habitats, and also illustrate the potential for partnerships between the NRCS and landowners searching to balance the use of our natural resources.

The Grayson River Ranch project emerged during the recovery from the January 1997 flooding on the Tuolumne. Since that time, both you and the landowner have been patient and persistent in recognition of the opportunity provided. We are confident that your joint leadership will improve the future condition of the Tuolumne's riparian corridor.

Sincerely,

Tim Ramirez  
Resource Science Director

**STANISLAUS FLY FISHERMEN**

P.O. BOX 576131  
MODESTO, CALIFORNIA 95357-6131

6-10-98

Mike McElhiney  
Natural Resources Conservation Service  
711 County Center Three Court  
Modesto, California 95355

Dear Mr. McElhiney:

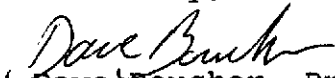
The Stanislaus Fly Fishermen is a club comprised of members who share an interest in the sport of fly fishing. Another keen interest of our club is restoration and preservation of the fishery and associated habitat.

It is with great pleasure that we learn that the Natural Resource Conservation Service and partners are pursuing restoration efforts on the Grayson River Ranch.

We strongly support the efforts you are making to contribute to restoring converted habitat and improving conditions in which the fishery of the Tuolumne River can recover.

If our club can be of assistance in completing your objective please contact us.

Sincerely,

  
Dave Boucher, President



# Ecology Action Educational Institute

P. O. Box 134  
Modesto, California 95353

April 4, 1998

Mr. Michael A. McElhiney  
District Conservationist  
U.S. Department of Agriculture  
Natural Resources Conservation Service  
711 County Center III, Ste. B  
Modesto, CA 95355

Dear Mr McElhiney:

re: Van Konynenburg's conservation easement

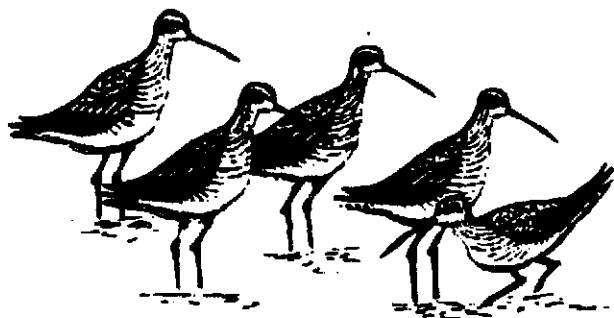
Thank you for your presentation last month at the Modesto Junior College. Conservation easements and wildlife habitat protection and restoration are of great concern to us. As you know, we published Restoring Our River, an environmental plan for the Tuolumne River Corridor to give the City of Modesto and Stanislaus County a conceptual framework that emphasized wild and native habitat.

Your work to acquire a perpetual conservation easement on Paul Van Konynenburg's Tuolumne River frontage will add another section to the river providing habitat for our wildlife. Restoring the land will provide habitat that has become less and less abundant.

Thank you for your work. We look forward to working with you and the East Stanislaus Conservation District in the next few months.

Sincerely,

*Samuel R. Tyson*  
Samuel Tyson  
President



**Stanislaus Audubon Society, Inc.**

P.O. Box 4012 • Modesto, CA 95352 • (209) 521-0108

April 1, 1998

Michael A. McElhiney  
District Conservationist  
US Department of Agriculture  
Natural Resources Conservation Service  
711 County Center III, Suite B  
Modesto, CA 95355

RE: Van Konynenburg's Conservation Easement

Dear Mr. McElhiney:

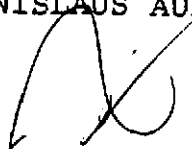
The Stanislaus Audubon Society has taken an interest in the Tuolumne River for many years. You may know that we purchased Chrisman Island and subsequently donated it to the US Fish and Wildlife Service. We also encouraged our US Congressional Representative, Gary Condit, to initiate the process necessary to acquire flood-prone lands for the San Joaquin Wildlife Refuge. That acquisition will soon add 3,000 acres to the Refuge.

We are, therefore, very supportive of your efforts in acquiring a perpetual conservation easement on Paul Van Konynenburg's Tuolumne River property. The property is only a couple of miles upstream of the Refuge, and will be a valuable addition to the riparian corridor after its restoration. The expansion from the current prevailing pattern of one line of trees only, on either side of the river, to a wider and more natural pattern is invaluable for migrating birds.

We hope to hear from you soon that the acquisition has been completed. Please keep us involved.

Very truly yours,

STANISLAUS AUDUBON SOCIETY



David J. Froba,  
President

DJF/mw



**YOKUTS GROUP**  
**MOTHER LODE GROUP — SIERRA CLUB**  
P.O. BOX 855  
MODESTO, CALIFORNIA 95353

March 26, 1998

Mr. Michael A. McElhiney  
District Conservationist  
U. S. Department of Agriculture  
711 County Center III, Suite B  
Modesto CA 95354

Dear Mr. McElhiney:

re: Van Konynenburg's conservation easement

Thank you for your work to acquire a perpetual conservation easement on Paul Van Konynenburg's property along the Tuolumne River. We are enthusiastic about the opportunity to restore riparian habitat on such a valuable piece of the river. The property offers so much in the way of wildlife and native plant habitat.

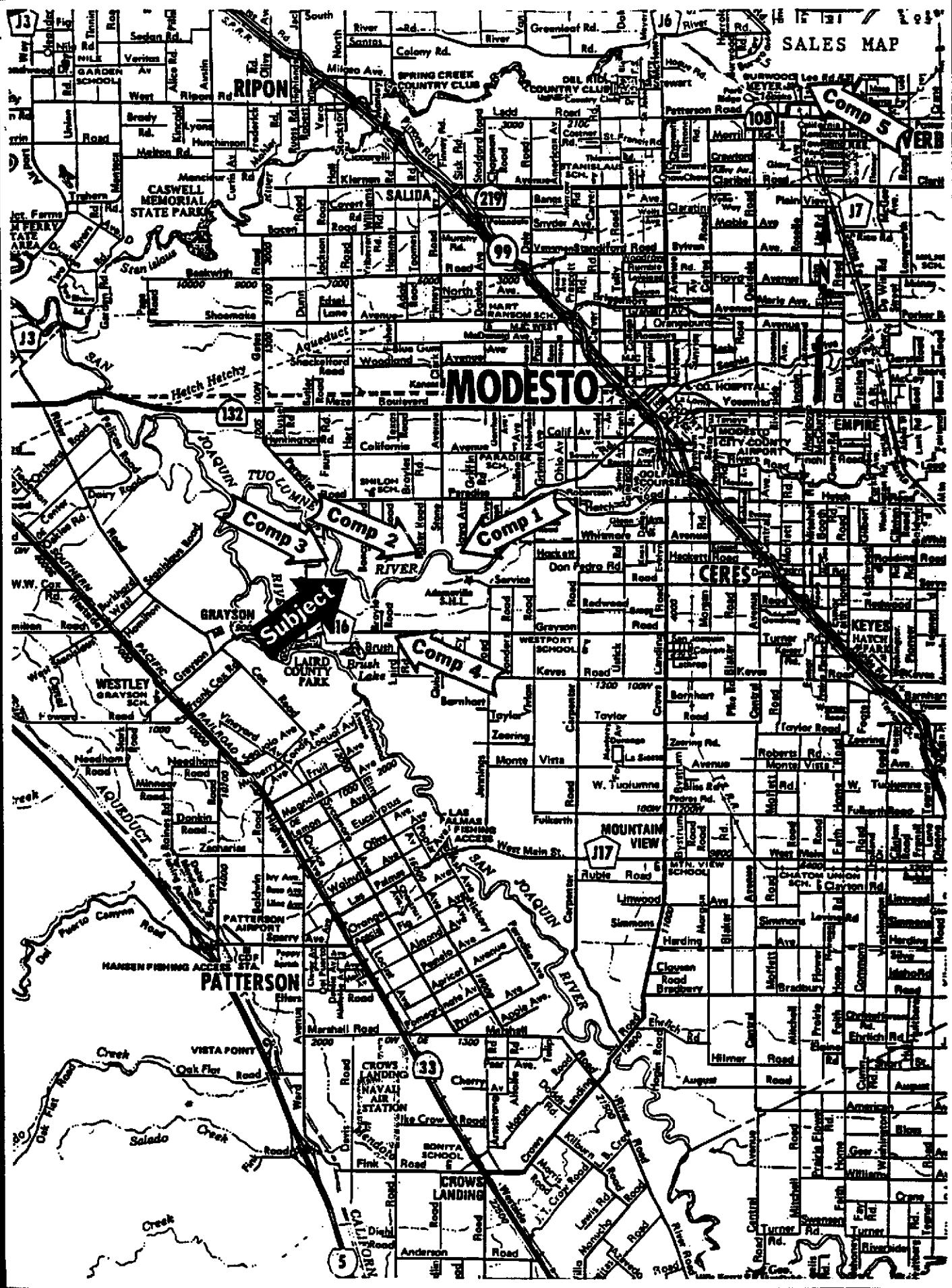
We hope this is just the first of many conservation easements along our river.

If we can help in any way, please let us know.

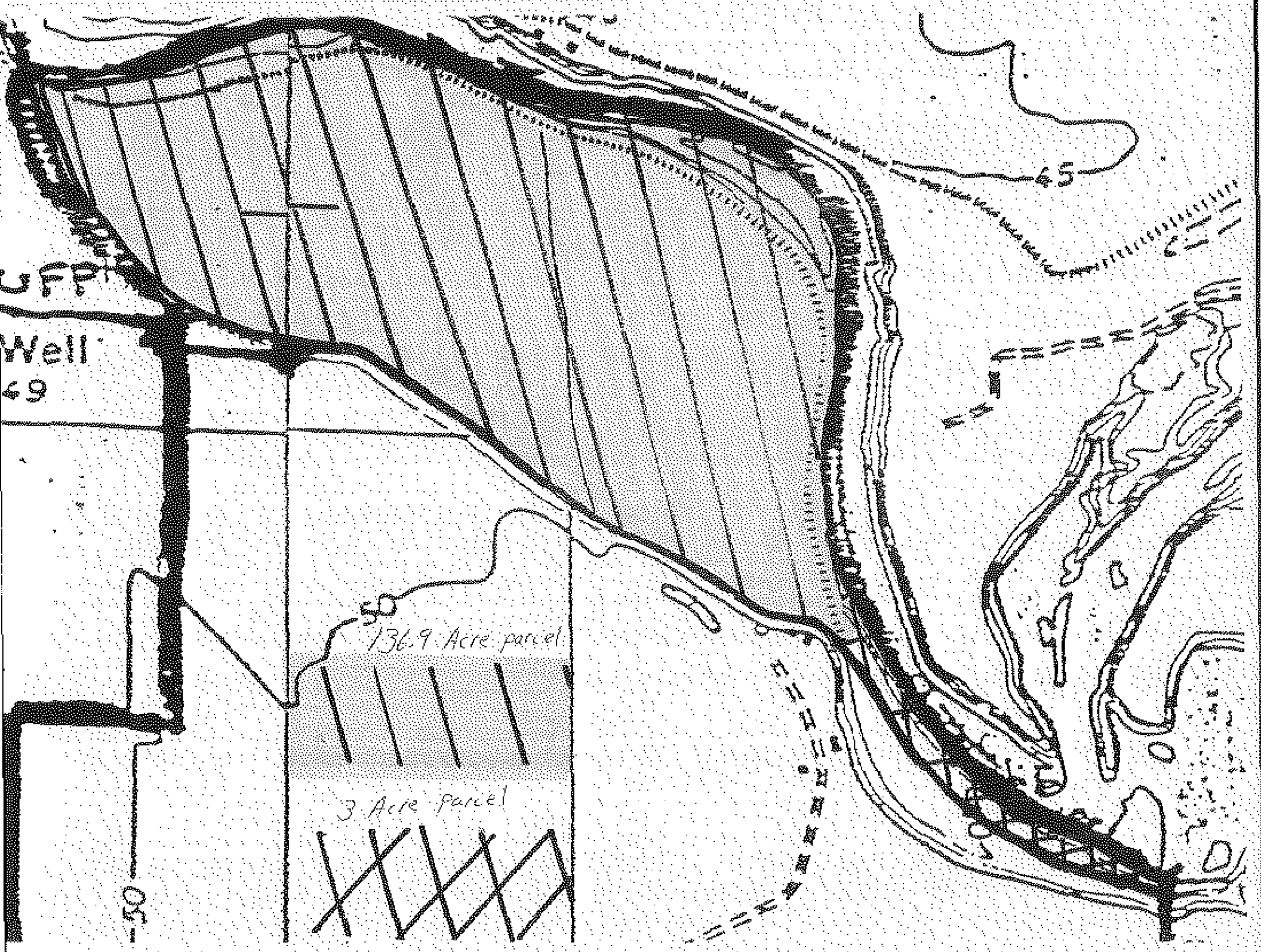
Sincerely,

Ann Ralph  
Conservation Committee Chair









1937



500 0 500

SCALE: 1 IN = 500 FT





1993

